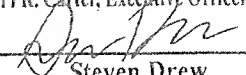


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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

SARAH TITHER-KAPLAN and TONI GAAL, on  
behalf of themselves and all those similarly  
situated,

Case No:

**19STCV35156**

Plaintiffs,

v.

JAMES FRANCO, VINCE JOLIVETTE, JAY  
DAVIS, RABBITBANDINI PRODUCTIONS;  
RABBITBANDINI PRODUCTIONS, LLC;  
RABBITBANDINI FILMS, LLC; DARK  
RABBIT PRODUCTIONS, LLC;  
RABBITBANDINI PRODUCTIONS STUDIO 4,  
LLC, and DOES 1-10

Defendants.

**CLASS ACTION COMPLAINT**

1. Sex Discrimination in Violation of Cal. Civ. Code §§ 51, 51.5, 52
2. Sexual Harassment in Violation of Cal. Civ. Code § 51.9 and 52
3. Interference with the Exercise of Civil Rights in Violation of the Bane Act, California Civil Code § 52.1
4. Violations of California Business and Professions Code §17200
5. Violations of the Consumer Legal Remedies Act, California Civil Code §1750, et seq.
6. Untrue and Misleading Advertising in Violation of Cal. Bus. & Prof. Code §17500 et seq.
7. Breach of Contract
8. Breach of the Implied Covenant of Good Faith and Fair Dealing
9. Negligent Misrepresentation
10. Fraud
11. False Promise
12. Unjust Enrichment

**DEMAND FOR JURY TRIAL**

1                                    *“If I have done something wrong, I will fix it. I have to.”*

2            1.        Defendant James Franco made this promise in response to a public outcry from women  
3 when his sexually hostile, predatory and exploitative history came to light after he wore a Time’s Up pin  
4 to the 2018 Golden Globes Awards Ceremony. But the truth is that James Franco and the other  
5 Defendants have committed egregious wrongs to hundreds of student actors and have done nothing to fix  
6 these wrongs.

7            2.        James Franco and the other Defendants – Vince Jolivette and Jay Davis through the use of  
8 various RabbitBandini productions companies and the RabbitBandini Studio 4 acting and film school –  
9 opted to sexualize their power and fame by dangling the opportunity to aspiring actors of employment in  
10 film and television in exchange for explicit nudity, sex and as Franco put it, the “pushing of boundaries.”

11           3.        Franco’s targets were even duped to pay for their exploitation through a fraudulent “acting  
12 school” designed to benefit Franco and his production companies wherein employment opportunities for  
13 women supposedly increased when they agreed to overt sexual acts, nudity and performing in sex scenes –  
14 often in an orgy type setting.

15           4.        Moreover, Defendants forced Plaintiffs and all student-talent to sign over their rights to  
16 explicit nude and sex scene auditions and filming. Plaintiffs were told that Franco wanted to personally  
17 review each of the auditions and scenes himself only to learn this explicit footage would be stored,  
18 maintained and used by Defendants at their will.

19           5.        While James Franco touted that one difference between Studio 4 and other acting schools  
20 was its ability to funnel promising talent into his projects, the reality was that he was looking to create a  
21 pipeline of young women who were subjected to his personal and professional sexual exploitation in the  
22 name of education.

23           6.        Defendants’ scheme, like many, started slow, first encouraging female student actors to  
24 appear topless, then perform in sex scenes, then orgies and gratuitous full nudity for no other reason than  
25 Defendants could make them do it.

26           7.        And while men and women participated in the Studio 4 program, the majority of actual  
27 roles in legitimate productions typically went to non-students or young, attractive women who acquiesced  
28 to the extreme requests of Defendants.

1           8.       Plaintiffs Sarah Tither-Kaplan and Toni Gaal (collectively "Plaintiffs") were student actors  
2 enrolled in Defendants' production company school, Studio 4, with the hopes of obtaining work through  
3 the Defendants' production companies.

4           9.       Plaintiffs bring this action on behalf of themselves and all other similarly situated  
5 "students" and female employees (or prospective employees) against James Franco ("Franco"); Vince  
6 Jolivette ("Jolivette"); Jay Davis ("Davis"); RabbitBandini Productions; RabbitBandini Productions, LLC;  
7 RabbitBandini Films, LLC; Dark Rabbit Productions, LLC; RabbitBandini Productions Studio 4, LLC  
8 ("Studio 4") and Does 1-10 (collectively "Defendants").

9           10.      Defendants Franco and Jolivette co-owned and operated RabbitBandini Studio 4, while  
10 Defendant Davis was its general manager. Defendants Franco and Jolivette also co-own RabbitBandini  
11 Productions and its multiple related entities.

12           11.      Defendants, in concert, set out to commit a scheme to defraud unsuspecting aspiring actors  
13 and to create a steady stream of young women to objectify and exploit.

14           12.      Defendants, along with their agents, made countless misrepresentations and promises set  
15 forth herein to accomplish their scheme.

16           13.      Plaintiffs bring this action because Defendants established what was held out as a  
17 legitimate acting and film school that would teach students the Meisner method as practiced by Franco  
18 while giving them the ability to audition and be hired as talent for RabbitBandini Productions, LLC and  
19 other production entities owned or operated by Franco (hereinafter, "Rabbit Bandini").

20           14.      In actuality, Studio 4 was a fraudulent institution designed to circumvent California's "Pay  
21 for Play" regulations and lure students in by providing them false hopes of acquiring job opportunities  
22 with Franco's productions, all while funding said productions through monthly tuition fees paid by these  
23 students and sexually exploiting and humiliating female students and actors.

24           15.      As a result, Plaintiffs bring this class action on behalf of themselves and all other similarly  
25 situated female student actors enrolled in Studio 4 who were subjected to sexual exploitation in violation  
26 of California Civil Code § 51.9 and 52. The proposed Sexual Exploitation Class consists of all female  
27 student actors who enrolled in Studio 4 and expressed interest in Defendants' Master Classes and who  
28 subsequently either participated or did not participate in these Master Classes.

16. Plaintiffs also bring this class action on behalf of themselves and all other similarly situated students who enrolled in and paid tuition to Studio 4 asserting claims under the California's Unfair Competition Law, Cal. Bus. & Prof. Code §17200, et seq. ("UCL" or "§17200"); False Advertising Law, Cal. Bus & Prof Code Cal. Bus & Prof. Code §17500, et seq. ("FAL"); Consumer Legal Remedies Act, Cal. Civ. Code §1750, et seq. ("CLRA"); Breach of Contract; Breach of the Covenant of Good Faith and Fair Dealing; Unjust Enrichment; Negligent Misrepresentation; Fraud; and False Promises ("Fraud Class").

## JURISDICTION AND VENUE

17. Venue is proper based on the location of the Defendants in Los Angeles County and the location of the commission of the acts alleged herein in Los Angeles County. The relief requested is within the jurisdiction of this Court.

18. This case is properly filed in this court because the home state and local controversy exception to the Class Action Fairness Act under 28 U.S.C. §§ 1332(d)(4)(A)-(B) apply. All the defendants are citizens of California. The Plaintiffs and class members seek significant relief from the Defendants, whose conduct forms a significant basis for the claims asserted by the Plaintiffs and class members. The principal injuries resulting from the alleged conduct or any related conduct of each defendant were incurred in California. During the three-year period preceding the filing of this class action, no other class action has been filed asserting the same or similar factual allegations against any of the defendants on behalf of the same or other persons. On information and belief, at least two thirds or more than two-thirds of the members of all proposed classes in the aggregate are citizens of California and the number of members of all proposed plaintiff classes in the aggregate is more than 100.

## PARTIES

19. Plaintiff Sarah Tither-Kaplan is a person who was aggrieved by Defendants' actions. She is and has been, at all relevant times, a citizen of the United States of America and is currently residing in the State of California, Los Angeles County

20. Plaintiff Toni Gaal is a person who was aggrieved by Defendants' actions. She is and has been, at all relevant times, a citizen of the United States of America and is currently a resident of the state of Maryland.

1           21.     Upon information and belief, Defendant James Franco is, and at all times relevant hereto,  
2 an individual residing in Los Angeles County.

3           22.     Upon information and belief, Defendant Vince Jolivette is, and at all times relevant hereto,  
4 an individual residing in Los Angeles County.

5           23.     Upon information and belief, Defendant Jay Davis is, and at all times relevant hereto, an  
6 individual residing in Los Angeles County

7           24.     Upon information and belief, RabbitBandini Productions is, and at all times relevant hereto,  
8 a corporation registered and existing under the laws of the State of California with its principal place of  
9 business located within Los Angeles County and conducting business throughout the country and  
10 internationally.

11          25.     Upon information and belief, RabbitBandini Productions, LLC is, and at all times relevant  
12 hereto, a limited liability company organized and existing under the laws of the State of California with its  
13 principal place of business located within Los Angeles County and conducting business throughout the  
14 country and internationally.

15          26.     Upon information and belief, RabbitBandini Films, LLC is, and at all times relevant hereto,  
16 a limited liability company organized and existing under the laws of the State of California with its  
17 principal place of business located within Los Angeles County and conducting business throughout the  
18 country and internationally.

19          27.     Upon information and belief, Dark Rabbit Productions, LLC is, and at all times relevant  
20 hereto, a limited liability company organized and existing under the laws of the State of California with its  
21 principal place of business located within Los Angeles County and conducting business throughout the  
22 country and internationally.

23          28.     Upon information and belief, Defendant RabbitBandini Studio 4, LLC ("Studio 4") is, and  
24 all times relevant hereto, a limited liability company organized and existing under the laws of the State of  
25 California with its principal place of business located within Los Angeles County and conducting business  
26 throughout the country and internationally. It operated as an acting and film school located in Los  
27 Angeles, California and New York, New York during the relevant time period. It was closed in October  
28 2017.

29. Plaintiffs are ignorant of the true names and/or capacities of Defendants sued herein as Does 1 through 10, inclusive, and therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believe, and upon such information and belief allege, that each of the Doe Defendants is legally responsible and liable for the claims and damages hereinafter set forth. Plaintiffs will amend this complaint to allege their true names and capacities when ascertained. Plaintiffs also will seek leave to amend this complaint to insert further charging allegations when such facts are ascertained.

## STATEMENT OF FACTS

## JAMES FRANCO'S BACKGROUND

30. James Franco (“Franco”) began his acting career in or around 1998 after dropping out of UCLA and enrolling in acting lessons at Playhouse West in North Hollywood, California.

31. Franco studied the Meisner technique, an approach to acting developed by Sanford Mesiner that focuses on actors behaving instinctively to their surrounding environment.

32. Franco performed in numerous television and film projects thereafter and gained critical acclaim and celebrity through films such as Spider-Man, Pineapple Express, Milk and 127 Hours for which he was nominated for an Academy Award.

33. In or about 2003, Franco and Vince Jolivet ("Jolivet") founded Rabbit Bandini Productions, a television and film production company.

34. On March 8, 2013, Franco received a star on the Hollywood Walk of Fame.

35. During this time and thereafter, Franco also taught film courses at NYU, USC and UCLA.

## OPENING OF THE STUDIO 4 “SCHOOL”

*“He just took advantage of our eagerness to work and be a part of something bigger. We were all up-and-coming actors who were so hopeful.”<sup>1</sup>*

36. In 2014, Franco opened Playhouse West Studio 4 as an acting and film school modeled after his experience at Playhouse West. Defendants marketed the school as an opportunity to learn the Meisner technique as well as provide students with a rare opportunity to train with him and obtain job

<sup>1</sup> See <https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmlstory.html> (last accessed on September 5, 2019).

opportunities with his production company, Rabbit Bandini Productions.<sup>2</sup>

37. At the inception of Studio 4, Defendants marketed the school by stating: “In addition to outstanding teachers, the students will have the opportunity to showcase their acting talents in front of James [Franco], one of the industry’s busiest directors and actors. Rabbit Bandini and James will cast roles directly from his classes, and will involve his students in a variety of film and art projects.”<sup>3</sup>

38. Studio 4 offered a two-year program focused on the Meisner technique as practiced by Franco, with Franco teaching some courses himself.

39. Studio 4 also offered the unique opportunity for students to “audition” for Franco directly for roles in his productions.

40. Studio 4 charged a basic monthly tuition for general classes and training. Studio 4 also charged additional tuition for Master Classes, including Franco’s most notable Master Class: “Sex Scenes.”

41. Studio 4 advertised these unique opportunities, particularly through Franco’s fame and job opportunities he could offer, as a more curated, “hands-on” approach to teaching that soon took on an entirely other meaning.

42. Studio 4 made numerous promises to students, including that they would obtain footage for their “reels” which are an actor’s crafted and edited montage of their performances in television, film or other video productions. Reels are used as an actor’s resume in the casting and audition process.

43. The students were informed that only enrolled students would have access to audition for and work on upcoming film projects attached to Franco and Rabbit Bandini.

44. For example, Studio 4 advertised that they were “casting from currently enrolled Studio 4 students” for Rabbit Bandini films, including The Disaster Artist and Don’t Come Back from the Moon.

45. Studio 4 also advertised that all Studio 4 students get the opportunity to audition for Rabbit Bandini productions.

46. In addition to Studio 4’s advertisements, Defendants represented to the general public the

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<sup>2</sup> Hereinafter, all references to RabbitBandini Productions and RabbitBandini Productions, LLC will be referred to as “Rabbit Bandini.”

<sup>3</sup> <https://www.theguardian.com/film/filmblog/2014/feb/06/james-franco-headmaster-acting-school> [last accessed October 1, 2019).

1 unique opportunities offered by Studio 4 and Rabbit Bandini. For example, industry publications reported  
2 that “[s]tudents will also get to show their stuff in front of Franco and Rabbit Bandini will cast roles  
3 directly from his classes.”<sup>4</sup>

4 47. Studio 4 also represented that the instructors were experienced professionals in the field.  
5 Yet, many instructors lacked the qualifications advertised, specifically the training and ability to teach the  
6 Meisner technique used by Franco.

7 48. As a result of the above representations, students paid the monthly tuition at Studio 4 with  
8 the expectation that they would have the opportunity to learn acting and filmmaking skills under the  
9 tutelage and guidance of Franco himself while having the opportunity to also audition for jobs with his  
10 production companies.

11 49. Indeed, upon information and belief, Studio 4 students were not given any additional job  
12 opportunities in Rabbit Bandini productions. Non-Studio 4 students were provided with the same exact job  
13 opportunities as Studio 4 students.

14 50. Students were also promised that they would be cast in Rabbit Bandini projects and that  
15 Franco himself would star in certain student films that would become feature films.

16 51. Students came to learn that these were empty promises made to lure students into enrolling  
17 and paying the schools general and master class tuition.

18 52. One disturbing advantage of this scheme for Defendants was that it created and maintained  
19 a pipeline of young, impressionable women who were funneled to Franco and his “boys” with the intent to  
20 exploit them financially and sexually.

21 53. When Studio 4 was launched in 2014, it was run by mainly male “producers” rather than  
22 experienced educators or school administrators.

23 54. Jay Davis, the cousin of Vince Jolivet, ran the school and the recruitment of women along  
24 with various other “scouts” tasked with the job of seeking out young, naïve women between the ages of  
25 17-24 because these women would not know how the film industry functioned.

26 55. Upon information and belief, Franco had several male friends and/or Studio 4 employees

27 <sup>4</sup> See <https://deadline.com/2014/02/one-more-hyphenate-for-james-franco-acting-school-headmaster-677054/>  
28 “Students will also get to show their stuff in front of Franco and Rabbit Bandini will cast roles directly from his classes” (last accessed on October 1, 2019).



1 scout local bars and restaurants for young women – most often women between 17 and 24 years old – to  
2 convince them to attend Studio 4 and audition for Franco with false promises of stardom and working with  
3 Franco.

4 56. Throughout the program, and as described herein, Franco and others engaged in  
5 widespread inappropriate and sexually charged behavior towards female students by sexualizing their  
6 power as a teacher and an employer by dangling the opportunity for roles in their projects.

7 57. This led to an environment of harassment and sexual exploitation both in and out of the  
8 class.

#### 9 **GENERAL STUDIO 4 CLASSES**

10 *“[James Franco] would always make everybody think there were*  
11 *possible roles on the table if we were to perform sexual acts or take*  
12 *off our shirts.”<sup>5</sup>*

13 58. Plaintiff Tither-Kaplan enrolled in Studio 4 in or about February 2014.

14 59. Plaintiff Gaal enrolled in Studio 4 in or about April 2014.

15 60. Plaintiffs and all other similarly situated students were told by Defendants that paying a  
16 monthly tuition of approximately \$300 to attend Studio 4 would provide opportunities unavailable to non-  
17 paying students, including auditioning for Franco and being cast in Rabbit Bandini film productions.

18 61. However, as the students later discovered, non-students had equal access to the auditions  
19 available to paying students and castings into any productions would be a sham, if they happened at all.

20 62. Plaintiffs and other students reasonably expected a credible acting program where they  
21 would have the opportunity to explore new techniques, insights, business trends and training from  
22 professionals, including, but not limited to, Franco.

23 63. Plaintiffs and other students reasonably believed these classes would be offered in a safe,  
24 fair and honest environment where they could explore the depths of their craft and be treated equally and  
25 supported academically and professionally.

26 64. Instead, what was provided to students was inconsistent with a credible school and work  
27

28 <sup>5</sup> See <https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htn1story.html> (last accessed on September 5, 2019).

1 environment.

2 65. At Studio 4, Plaintiffs and others experienced intimidation and sexual objectification, while  
3 also discovering that the most assured way of currying favor with the Defendants and male-dominated  
4 casting/production crew was by evidencing a willingness to disrobe and agree to the sexual advances of  
5 Franco and others.

## 6 **MASTER CLASSES**

7 *"I felt like I was selected for something based on my hard work and my*  
8 *merit, and when I realized it was because I have nice [breasts],*  
9 *it was pretty clear that was not the case."*<sup>6</sup>

10 66. In addition to paying approximately \$300 in monthly tuition for "general" classes at Studio  
11 4, students were encouraged to audition for "master" classes. If they were accepted into a "master" class,  
12 students paid an additional fee of up to approximately \$2,000.

13 67. Defendants represented that the "master" classes provided students with the opportunity to  
14 participate in independent film projects and/or short films that would be released and result in a final  
15 product for their reels.

16 68. Instead, the tuition was used to fund and produce various film projects for Franco and  
17 provide him access to countless women to exploit professionally and sexually, all while securing a  
18 stockpile of sexually provocative audition footage for his personal use.

19 69. Unlike general classes, students had to audition for entry into Defendants' Master Classes.

20 70. There were two basic types of Master Classes offered at Studio 4.

21 71. The most widely known was "Sex Scenes" taught specifically by Franco.

22 72. The others were Master Classes based on various production projects in the works by  
23 Rabbit Bandini or other production companies. These Master Classes were typically named after the film  
24 project being "cast" by Defendants.

25 73. Traditionally, in the film industry, an actor auditions for a role or project after obtaining  
26 information about the audition from the production company, through an open casting call, a manager, or  
27

28 <sup>6</sup> See [https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-  
htmlstory.html](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmlstory.html) (last accessed on September 5, 2019).

1 an agent.

2 74. In turn, the actor rehearses for a particular scene in the production being cast, and either  
3 sends in an audition tape or appears before some combination of casting directors, producers, directors or  
4 other representatives of the production tasked with auditioning and casting the production.

5 75. To the extent a part being auditioned for involves nudity or an intimate scene, it is not an  
6 industry standard to require an actor to perform the audition in the nude or engage in explicit sexual  
7 behavior.

8 76. Legitimate auditions protect an actor's privacy and respect professional boundaries.

9 77. Once an actor is cast in a production, it is an industry standard to ensure that various  
10 parameters of the job are outlined in a contract. In particular, nudity riders outline the boundaries of an  
11 actor's scenes which contain nudity. Nudity riders are exceptionally detailed and outline exactly which  
12 body parts are permitted to be shown, the type of physical contact required, the people permitted on set  
13 during filming, and any limitations on the use of the footage. In addition, most productions follow the  
14 SAG/AFTRA guideline that entitles actors to withdraw consent at any time prior to filming a scene.

15 78. Yet at Studio 4, during the audition process for master classes, the students, often young  
16 and inexperienced females, were routinely pressured to engage in simulated sexual acts that went far  
17 beyond the standards in the industry.

18 79. Moreover, the actors in the audition were encouraged to audition nude or partially nude if a  
19 scene called for nudity.

20 80. Defendants' emphasis and encouragement to perform and improvise sexual acts during the  
21 student audition process for Master Classes breaks the industry standard for auditions, particularly in a  
22 "school" setting.

23 81. First, the actor performing the scene in the audition is not under contract and does not have  
24 any legal protection such as a nudity rider.

25 82. Next, auditions do not typically require the actors to perform and improvise sexual acts in  
26 the same way as would be expected during the actual filming of the production when, and if, the actor is  
27 cast into the role and safeguards are negotiated.

28 83. Next, these auditions were taking place in a purported "school" setting and intended for

1 acceptance into a class being paid for by the student actor. This was not a casting into an actual film  
2 production wherein the actor would have protections guaranteed by their unions and representation.

3 84. Finally, these auditions were being filmed by Defendants in an open setting unlike true  
4 nude scenes which are often filmed on a closed set with limited access so as to protect the privacy of the  
5 actors.

6 85. Jay Davis and other male producers and/or instructors were present during these auditions.

7 86. Upon information and belief, Franco and/or Defendants still maintain these audition tapes.

8 **(a) Sex Scenes Master Class**

9 87. Unlike most Master Classes, James Franco personally taught the Sex Scenes Master Class.

10 88. Franco required students to audition for the Sex Scenes Master Class. Instead of personally  
11 attending the auditions, Franco required all auditions to be taped so that he could review them and select  
12 students for the class.

13 89. Despite the sensitive nature of the audition process, numerous people were permitted to  
14 attend the auditions.

15 90. The student-actors were encouraged to perform and improvise sexual acts during the  
16 audition process.

17 91. In addition, it was made clear to those auditioning for the Sex Scenes Master Class that  
18 students were expected and encouraged to push the boundaries of a typical audition process.

19 92. After the audition process ended, Franco reviewed the tapes and purportedly "hand-picked"  
20 student-actors for the class based on the audition tapes.

21 93. The workshop fee for the Sex Scenes Master Class was \$750.00 and noted that students  
22 were expected to "put in a good amount of time outside of class into the project."

23 94. Upon information and belief, a male student sexually harassed female students outside the  
24 classroom during rehearsals. While complaints were made, the male student was permitted to continue  
25 attending the school.

26 95. Plaintiffs understood that they would not be permitted to audition for the class if they  
27 refused to allow their auditions to be filmed. Eventually, they clearly understood that being considered a  
28 team player who was willing to participate in sexually exploitative auditions was required for acceptance

1 and approval.

2 96. When Plaintiff Gaal expressed concerns about the audition process and that those chosen  
3 were primarily those students willing to engage in simulated sexual acts that were far beyond normal  
4 expectations, she was told by a male employee that she needed to “grow thicker skin” and “stop being so  
5 sensitive.”

6 97. As such, with much consideration and great reluctance, Plaintiff Gaal was filmed during  
7 her Sex Scenes Master Class audition.

8 98. Plaintiff Tither-Kaplan also auditioned for the Sex Scenes Master Class and was accepted  
9 only to discover that the audition process was just the beginning of a long list of exploitive and  
10 discriminatory actions wherein Defendants would “sexualize their power.”

11 99. During the Sex Scenes Master Class, Plaintiff Tither-Kaplan improvised a “pick-up” scene  
12 every week and then ultimately made a short film around a sex scene based on the improvisations in class.

13 100. At no time did Franco or the Master Class provide students with any knowledge or  
14 guidance as to the logistics and sensitivities surrounding the filming of a sex scene such as those provided  
15 by the SAG/AFTRA guidelines regarding nudity riders and an actor’s rights.

16 101. Plaintiff Tither-Kaplan’s willingness to push boundaries and do whatever it took to create a  
17 scene that Franco would approve of led to additional opportunities (which were then revoked after she  
18 voiced her concerns).

19 102. Plaintiff Gaal, on the other hand, who questioned the exploitative audition process, was not  
20 accepted into the Sex Scenes Master Class.

21 **(b) Master Class Productions**

22 *Hey James Franco, nice #timesup pin at the #GoldenGlobes ,*  
23 *remember a few weeks ago when you told me the full nudity you*  
24 *had me do in two of your movies for \$100/day wasn't exploitative*  
25 *because I signed a contract to do it? Times up on that!'*

26  
27 <sup>7</sup> Tither-Kaplan, Sarah, @sarahtk. January 7, 2018, 4:43 pm.  
28 [https://twitter.com/sarahtk/status/950165990213496832?ref\\_src=twsrc%5Etfw%7Ctwcamp%5Etweetemb ed%7Ctwterm%5E950165990213496832&ref\\_url=https%3A%2F%2Fwww.scarymommy.com%2Fjames-franco-golden-globes-times-up-pin%2F](https://twitter.com/sarahtk/status/950165990213496832?ref_src=twsrc%5Etfw%7Ctwcamp%5Etweetemb ed%7Ctwterm%5E950165990213496832&ref_url=https%3A%2F%2Fwww.scarymommy.com%2Fjames-franco-golden-globes-times-up-pin%2F).

1           103. In conjunction with Rabbit Bandini, Franco and Jolivette, created "Master Classes" that  
2 were specific to various "productions" that Rabbit Bandini was producing and/or planning to produce.

3           104. Notably, these were the classes that were held out to offer students a direct job opportunity  
4 with Rabbit Bandini as these projects were produced.

5           105. For example, there were Master Classes titled: Horrortime; Dark Hours: Roxana; Dark  
6 Hours: Typee; Love Stories, Endless Summer, among others.

7           106. Upon information and belief, very few Studio 4 students were hired into any substantial  
8 roles in Rabbit Bandini productions, particularly feature films. Still, the tuition for Studio 4 classes was  
9 used to fund and produce various film projects which oftentimes were never finished or released.

10          107. Accordingly, students who paid tuition for this "exclusive" opportunity to audition for  
11 Franco and be considered for roles in productions produced by his production company received no  
12 additional benefit despite their reliance on these false promises.

13          108. Further, Rabbit Bandini used the tuition paid by Studio 4 students to finance the production  
14 of its films and other projects. Students who attended the master classes did so with the promise that their  
15 work in the class would result in a job on a film production.

16          109. While none of these representations or expectations materialized, the school instead  
17 created, fostered and maintained a "boy's club" culture wherein female students were sent a very clear  
18 message that if they refused the advances of "instructors" and "producers" and/or refused to perform while  
19 partially nude, they would not be considered for substantial roles...roles Defendants never truly intended  
20 to offer these women.

21          110. One student of Franco's stated that he "would always make everybody think there were  
22 possible roles on the table if we were to perform sexual acts or take off our shirt."

23          111. In addition, students were propositioned by various Rabbit Bandini producers and Studio 4  
24 instructors, and after rejecting those advances were told, both directly and indirectly, that they would not  
25 be selected for roles in the future and/or had roles already given to them taken away.

26          112. Plaintiff Tither-Kaplan was offered roles in Rabbit Bandini productions after the  
27 completion of her Sex Scenes Master Class with Franco, which she now recognizes was a direct result of  
28 her willingness to accept Franco's exploitative behavior without complaint.

1           113.   However, her participation came at a cost as this same pattern of exploitation and  
2 harassment continued on the sets of Defendants' productions.

3           114.   On one of Plaintiff Tither-Kaplan's shoots with Rabbit Bandini, Franco pushed the  
4 boundaries so far as to remove the protective plastic guards covering actresses' vaginas while simulating  
5 oral sex on them during an orgy scene.

6           115.   At no time, before or after enrollment, did Defendants advise their students and actors that  
7 such extreme nudity and sexual scenes would not only be encouraged, but also be a requirement if a  
8 student actor hoped to get cast in a Rabbit Bandini production.

9           116.   Instead, Defendants took steps to coerce women into participating in such scenes by  
10 outright intimidation and retaliation.

11           117.   Women who refused to participate or questioned the legitimacy of the sex scene were  
12 quickly dismissed from projects. Instead, Defendants encouraged women to "play ball" by dangling false  
13 hopes and opportunities.

14           118.   When women refused to go topless or engage in his sexual exploits, Franco became angry  
15 and other women were brought in to replace them.

16           119.   Plaintiff Tither-Kaplan and other women learned that Franco did not accept "no" as an  
17 answer.

18           120.   To avoid scrutiny, Defendants cast some students into roles in feature productions such as  
19 The Disaster Artist, but cut them from the film during editing.

20           121.   Moreover, Plaintiff Tither-Kaplan and Studio 4 students would be strung along by  
21 Defendants and told that films they were cast in would be released, but they were not.

22           122.   Despite paying for the production, many master class students never saw any final footage  
23 of the productions they worked on, nor did they receive any footage they could use for their film reels,  
24 despite promises to the contrary.

25           123.   All along, Plaintiffs and other female student actors were continually objectified and  
26 reminded that they were replaceable, as young women continued to come in through the Studio 4 pipeline.

27           124.   Plaintiffs and other students were induced to sign contracts stripping them of any rights to  
28 their own work and images if they wanted to attend Studio 4 and participate in the classes and productions

1 offered through Rabbit Bandini.

2 125. Further, Plaintiff Tither-Kaplan and the students who participated in master class  
3 productions were frequently pressured to (1) sign vague nudity riders that provided no details; and/or (2)  
4 agree to last-minute nudity to which they did not previously agree.

5 126. Studio 4 and Rabbit Bandini took no precautions to ensure that these private and very  
6 personal audition tapes and other recorded material were safeguarded.

7 127. Upon information and belief, James Franco still retains all of the explicit footage of the sex  
8 scene auditions, along with all of the other scenes filmed for Studio 4.

9 128. Defendants regularly dangled the carrot of job opportunities with Rabbit Bandini to  
10 accomplish their goal of sexual and financial exploitation of the Studio 4 student body.

11 129. Franco made public representations concerning Studio 4 and his personal involvement and  
12 role in the misconduct alleged: (a) James Franco personally advertised the school through the use of his  
13 social media despite having knowledge that the school was fraudulent; (b) Franco oversaw the Sex Scenes  
14 Master Class in which students who refused to participate in sexually exploitative behavior during the  
15 audition process could not attend the master class; (c) Franco used tuition money from the Studio 4  
16 students to fund various productions while failing to pay the proper wages to students working on those  
17 productions; and (d) Franco and other male executives of Rabbit Bandini and Studio 4 actively  
18 participated in the sexual exploitation and harassment of their female student-actors.

## 19 COMPLAINTS

20 *“She and her female co-stars were asked to appear topless*  
21 *in an unscripted scene and dance around Franco while*  
22 *wearing animal skulls atop their heads.*

23 *One actress who balked was sent home the next day.”<sup>8</sup>*

24 130. While Defendants created an environment that perpetuated the systematic objectification  
25 and exploitation of women in Hollywood, Defendants also predictably followed in the footsteps of the  
26 countless powerful men and male dominated studios by creating an environment where it was made  
27

28 <sup>8</sup> See [https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-  
htmlstory.html](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmlstory.html) (last accessed on September 5, 2019).



1 known that any attempts to address the inequities in treatment would be futile.

2 131. In fact, not only was the tale of “you’ll never work again in this town” a reality within the  
3 halls of Defendants’ establishment, they were words that were repeated to those who dared challenge the  
4 system created by Defendants.

5 132. This attitude and the ongoing objectification of women by Defendants permeated Studio 4  
6 from the top down, empowering other men including students and instructors to also exploit female  
7 student actors.

8 133. For example, one male student engaged in the sexual harassment of a female student. Once  
9 Defendants were notified, rather than dismiss the male student, he was placed in another class and allowed  
10 to harass another female student.

11 134. With this, a male student complained on behalf of these women but nothing was done to  
12 rectify the situation. As such, this same student began to organize a protest at a school award ceremony.

13 135. However, after Studio 4 instructors and Rabbit Bandini producers heard of the student’s  
14 plans, he received a threatening call from Jay Davis who told the student, “This is how Hollywood is.” He  
15 told the student that if he proceeded with the protest, “you’ll never work again.”

16 136. Furthermore, when Plaintiff Gaal even mildly voiced her concerns regarding the abnormal  
17 audition process, she was denied access to the classes and not afforded any other opportunities.

18 137. And as Plaintiff Tither-Kaplan advanced through Studio 4 and began to work directly with  
19 Franco and several male producers, she began to voice her concerns with the operations and methods of  
20 Defendants.

21 138. It was during the Rabbit Bandini production of The Long Home that she participated in an  
22 orgy scene in which Franco removed the vaginal guards of other actresses during filming.

23 139. Plaintiff Tither-Kaplan was then cast in The Grand Guginol aka Blood Theatre aka Master  
24 Class (“The Grand Guginol”). She was not provided with a nudity rider until her first day on set and it  
25 stated only that she was required to perform “nudity in all séance scenes” despite the requirement to be  
26 nude in many additional scenes.

27 140. During the filming of The Grand Guginol, Plaintiff Tither-Kaplan spoke up about certain  
28 issues on set. In particular, on the day a certain scene was being shot, Defendant Davis hired three other

1 female actors to replace Plaintiff Tither-Kaplan and another female actor. The scene was particularly  
2 important for Plaintiff Tither-Kaplan because it was one of the few scenes in which she was clothed and,  
3 as such, could use the scene as footage for her reel.

4 141. Defendant Jay Davis aggressively confronted Plaintiff Tither-Kaplan and told her that she  
5 was being a “diva” on set.

6 142. To add insult to injury, Plaintiff Tither-Kaplan was not even paid the proper SAG/AFTRA  
7 rate for her work on the production. Instead, she was paid \$100 per day when the SAG Ultra Low Budget  
8 Rate was \$125 per day during that time.

9 143. Almost immediately after complaining while on set, Plaintiff Tither-Kaplan was ostracized  
10 from all Rabbit Bandini productions.

11 144. Desperate to repair the relationship and once again prove her “loyalty” to Defendants  
12 (which she quickly learned meant that she was required to do whatever Defendants asked without  
13 question), Plaintiff Tither-Kaplan then offered to work on another Rabbit Bandini production for free. The  
14 director asked Plaintiff Tither-Kaplan if she would perform a fully nude scene and she agreed.

15 145. Immediately thereafter, Davis told Plaintiff Tither-Kaplan that she was “part of the family.”

16 146. While Defendants marketed Studio 4 as a place that provided a rare opportunity to audition  
17 directly for Rabbit Bandini productions, the reality is that Studio 4 was designed to exploit students  
18 through the use of high-pressure techniques, coerced nudity<sup>9</sup> and false promises.<sup>10</sup>

## 19 TIME’S UP

20 *“I feel there was an abuse of power, and there was a culture of exploiting*  
21 *non-celebrity women, and a culture of women being replaceable.”<sup>11</sup>*

22  
23 <sup>9</sup> “Franco kept insisting that Jeff had to get naked in our film, he was like a one man cheerleading squad,  
24 egging it on.” <https://www.filminquiry.com/making-sex-scene-james-franco/> (last accessed on June 25,  
25 2019). See also [https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmllstory.html)  
26 [htmllstory.html](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmllstory.html) (last accessed on June 24, 2019) “[Franco] would always make everybody think there were  
27 possible roles on the table if we were to perform sexual acts or take off our shirts.”

28 <sup>10</sup> “They would tell us that smaller parts in their projects were being held exclusively for students – often  
they were opportunities for extra work or parts that required nudity”  
<https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmllstory.html>  
(last accessed on June 24, 2019).

<sup>11</sup> See [https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmllstory.html)  
[htmllstory.html](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmllstory.html) (last accessed on September 5, 2019).

1           147. On January 7, 2018, at the Golden Globes, Franco wore a Time's Up pin indicating his  
2 support for the #MeToo movement and purportedly protesting the objectification, exploitation and  
3 harassment of women in the film industry.

4           148. As a result, Franco's hypocrisy was placed front and center when various women in the  
5 industry came forward with allegations and innuendo of Franco's mistreatment and exploitation of women  
6 he worked with.

7           149. Various women began posting comments highlighting Franco's questionable behavior such  
8 as: "ask Franco about the difference between skeezing on undergrads and sexual harassment"; "Remember  
9 the time you pushed my head down in a car towards your exposed penis & that other time you told my  
10 friend to come to your hotel when she was 17? After you had already been caught doing that to a different  
11 17 year old?"; "I know someone whose kid worked on a Franco movie and I have heard things. They  
12 weren't criminal, as the girl was 18 and consented, but they were creepy enough that when #MeToo  
13 became a thing for Hollywood men, he was someone I thought could be implicated."

14           150. Plaintiff Tither-Kaplan posted "remember a few weeks ago when you told me the full  
15 nudity you had me do in two of your movies for \$100/day wasn't exploitative because I signed a contract  
16 to do it? Times up on that!"

17           151. On January 10, 2018, Franco appeared on a television show and publicly claimed the  
18 accusations were "not accurate."

19           152. On January 11, 2018, the *LA Times* published an article titled "Five women accuse actor  
20 James Franco of inappropriate or sexually exploitative behavior."<sup>12</sup> Plaintiff Tither-Kaplan, former  
21 students, and actors participated in this article.

22           153. It was at that time, in conjunction with the #MeToo movement, that several former students  
23 of Studio 4 and actors with Rabbit Bandini, including Plaintiff Gaal, recognized the extent of the sexual  
24 exploitation and fraud to which they had been subjected while working with Defendants.

25           154. As Plaintiffs experienced and observed, Studio 4 served no other legitimate purposes other  
26 than to dupe unsuspecting and often very young "students" out of their money and talent to serve  
27

28 <sup>12</sup> [https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-  
htmlstory.html](https://www.latimes.com/business/hollywood/la-fi-ct-james-franco-allegations-20180111-htmlstory.html) (last accessed on June 25, 2019).

1 Defendants' financial and exploitative desires.

2 155. After the allegations made in the *LA Times*, Vince Jolivet informed Plaintiff Tither-  
3 Kaplan that the decision was made not to release at least one of the productions because the nudity in the  
4 film was "too much."

5 156. Although James Franco released several docu-series based on Studio 4 master classes, they  
6 have since been removed from their online platforms.

7 **CLASS ACTION ALLEGATIONS**

8 157. Named Plaintiffs bring this action on their own behalf and on behalf of all other similarly  
9 situated women who attended Studio 4 and were subjected to the practices identified herein asserting  
10 claims under Cal. Civ. Code §§ 51, 51.5, 51.9, 52, and 52.1 ("Sexual Exploitation Class").

11 158. Plaintiffs also bring this class action on behalf of themselves and all other similarly situated  
12 students who paid tuition to Studio 4 asserting claims under California's Unfair Competition Law, Bus. &  
13 Prof. Code §17200, et seq. ("UCL" or "§17200"); False Advertising Law, Bus & Prof. Code §17500, et  
14 seq. ("FAL"); Consumer Legal Remedies Act, Civ. Code §1750, et seq. ("CLRA"); Breach of Contract;  
15 Breach of the Covenant of Good Faith and Fair Dealing; Unjust Enrichment; Negligent Misrepresentation;  
16 Fraud; and False Promises ("Fraud Class").

17 159. Plaintiffs seek damages and equitable relief on behalf of the Sexual Exploitation and Fraud  
18 Classes (hereinafter, "Classes"), which relief includes, but is not limited to: refunding Plaintiff and Class  
19 Members the full amount paid for Studio 4 tuition and master classes; return of all original and/or copies  
20 of audition footage created and maintained by Defendants; royalties and/or other compensation for work  
21 done on Rabbit Bandini productions; back pay; compensatory damages; punitive damages; treble  
22 damages; costs and expenses, including attorneys' fees; and any additional relief that this Court  
23 determines to be necessary to provide complete relief to Plaintiff and the Classes.

24 160. This action is appropriate for class treatment pursuant to California Code of Civil  
25 Procedure section 382.

26 161. The proposed Sexual Exploitation Class consists of all female student actors who enrolled  
27 in Studio 4 and expressed interest in Defendants' Master Classes and who subsequently either participated  
28 or did not participate in these Master Classes.

1           162.   The proposed Fraud Class consists of all persons who paid tuition to Studio 4 from 2014 to  
2   2017.

3           163.   While Plaintiffs do not know the exact number and identity of all Class Members, Plaintiffs  
4   are informed and believe that there are hundreds of Class Members. This proposed class is so numerous  
5   that joinder of all persons is impracticable and the disposition of their claims as a class will benefit the  
6   parties and the Court.

7           164.   There is a well-defined commonality of interest in the questions of fact and law involving  
8   and affecting the class members to be represented by Named Plaintiffs, in that all of these class members  
9   have been harmed by Defendants.

10          165.   For the Sexual Exploitation Class, the common questions of law and fact include, but are  
11   not limited to:

- 12           a.     Whether Defendants' engaged in conduct that constituted unlawful sex  
13                 discrimination and/or sexual harassment;
- 14           b.     Whether Defendants violated California's Unruh Act, Cal. Civ. Code §§ 51 and/or  
15                 51.5;
- 16           c.     Whether Defendants violated California Civil Code § 51.9;
- 17           d.     Whether Defendants violated California's Bane Act, Cal. Civ. Code § 52.1;
- 18           e.     Whether Plaintiffs and Class Members have been harmed and the proper measure of  
19                 relief;
- 20           f.     Whether Plaintiffs and Class Members are entitled to an award of punitive damages,  
21                 attorneys' fees and expenses against Defendants; and
- 22           g.     Whether, as a result of Defendants' misconduct, Plaintiffs and Class Members are  
23                 entitled to equitable relief, and if so, the nature of such relief.

24          166.   For the Fraud Class, the common questions of law and fact include, but are not limited to:

- 25           a.     Whether Defendants' engaged in conduct that was unlawful, unfair or fraudulent;
- 26           b.     Whether Defendants' advertising was likely to deceive tuition-paying students;
- 27           c.     Whether Defendants' engaged in conduct that was false, misleading or likely to  
28                 deceive;

- d. Whether Defendants violated California's False Advertising Law, Cal. Civ. Code §17500 ("FAL");
- e. Whether Defendants unjustly received tuition money and other funds from Plaintiffs and class members;
- f. Whether Defendants breached contracts;
- g. Whether Defendants breached the implied covenant of good faith and fair dealing;
- h. Whether Defendants are liable for intentional and/or negligent misrepresentations;
- i. Whether Defendants are liable for making false promises;
- j. Whether Plaintiffs and Class Members have been harmed and the proper measure of relief;
- k. Whether Plaintiffs and Class Members are entitled to an award of punitive damages, attorneys' fees and expenses against Defendants; and
- l. Whether, as a result of Defendants' misconduct, Plaintiffs and Class Members are entitled to equitable relief, and if so, the nature of such relief.

167. The claims alleged by Named Plaintiffs herein encompass the challenged practices and common courses of conduct of Defendants and are typical of those claims which could be alleged by any member of the proposed class. Named Plaintiffs' claims arise out of the alleged courses of conduct by Defendants and are based on the same legal theories as the claims of the putative class members. The legal issues as to which California laws are violated by such conduct apply equally to Named Plaintiffs and the putative class members. Further, the relief sought by Named Plaintiffs is typical of the relief which would be sought by each member of the proposed class if they were to file separate actions.

168. Named Plaintiffs are proper representatives of the proposed class because they will fairly and adequately represent and protect the interests of all putative class members and because there are no known conflicts of interest between Named Plaintiffs and any putative class members.

169. The prosecution of separate actions by individual members of the proposed class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the class, establishing incompatible standards of conduct for Defendants, and resulting in the impairment of putative class members' rights and the disposition of their interests through actions to which they are not

1 parties. This action is manageable as a class action because, compared with other methods such as  
2 intervention or the consolidation of individual actions, a class action is fairer and more efficient.

3 170. Common issues predominate in that there are questions of law and fact common to the  
4 proposed classes which predominate over any questions that may affect particular Class Members. A class  
5 action is superior to other available methods for the fair and efficient adjudication of this controversy  
6 because the putative class members have little or no interest in individually controlling the prosecution of  
7 separate actions and individualized litigation would increase the delay and expense to all parties and the  
8 court system. Furthermore, it is desirable to concentrate the litigation of the claims in this Court because  
9 the practices and procedures complained of occurred within this Court's jurisdiction.

10 171. Finally, Named Plaintiffs have retained attorneys who are competent and experienced in  
11 class action litigation and they intend to prosecute this action vigorously. Therefore, the interests of  
12 putative class members will be fairly and adequately protected by Named Plaintiffs and their counsel.

### 13 **CAUSES OF ACTION**

#### 14 **FIRST CAUSE OF ACTION**

15 **(Sex Discrimination in Violation of Cal. Civ. Code §§ 51, 51.5, 52)**

16 **(Plaintiffs and Sexual Exploitation Class Members against all Defendants)**

17 172. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
18 above as if fully set forth herein.

19 173. California Civil Code section 51, also known as the Unruh Act, provides that all persons in  
20 the state are entitled to the "full and equal accommodations, advantages, facilities, privileges, or services  
21 in all business establishments of every kind whatsoever," regardless of sex.

22 174. In addition, California Civil Code section 51.5 prohibits any business establishment from  
23 discriminating against, blacklisting, or refusing to contract with any person in California based on their  
24 sex.

25 175. Defendants intentionally discriminated against Plaintiffs and the Sexual Exploitation Class  
26 Members and denied them the full and equal accommodations, advantages, facilities, privileges, or  
27 services because of their sex. Defendants intentionally denied such rights when they sexually harassed and  
28 exploited Plaintiffs and the Sexual Exploitation Class Members, created a culture of sexual exploitation,

1 failed to respond to complaints of sexual exploitation, permitted sexual exploitation to continue despite  
2 knowledge of such complaints, threatened that any Plaintiff or Sexual Exploitation Class Members would  
3 not be able to work in Hollywood if they complained or refused to comply with Defendants' demands,  
4 retaliating against Plaintiffs and Sexual Exploitation Class Members who complained, and engaging in  
5 other conduct described herein.

6 176. As a result of Defendants' acts, Plaintiffs and the Sexual Exploitation Class Members  
7 suffered harm.

8 177. Plaintiffs and Sexual Exploitation Class Members did not recognize the extent of the harm  
9 caused until the productions they worked on were never released and the extent of the fraudulent promises  
10 made became clear.

11 178. As a result of this unlawful conduct, Plaintiffs and Sexual Exploitation Class Members are  
12 entitled to damages pursuant to California Civil Code section 52, subdivision (a) in an amount to be  
13 determined at trial.

14 179. The conduct of Defendants as described herein was done with oppression, fraud, and/or  
15 malice. Plaintiffs and the Sexual Exploitation Class Members are entitled to punitive damages.

## 16 **SECOND CAUSE OF ACTION**

17 **(Sexual Harassment in Violation of Cal. Civ. Code § 51.9 and 52)**

18 **(Plaintiffs and Sexual Exploitation Class Members against all Defendants)**

19 180. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
20 above as if fully set forth herein.

21 181. Plaintiffs and the Sexual Exploitation Class Members were in a business, service or  
22 professional relationship with Defendants. At the time of the sexual harassment and exploitation, Plaintiffs  
23 were actively attending Studio 4 in an effort to further their careers.

24 182. Defendant Franco was the gatekeeper to the "master" classes and casting decisions.

25 183. In or around 2014 until the closure of the school in October 2017, Defendants harassed and  
26 exploited Plaintiffs and Sexual Exploitation Class Members by demanding participation in sexually  
27 exploitative auditions and classes in order to be accepted into master classes and be cast in film  
28 productions.



1 184. Because of Defendant Franco's powerful role in the industry in which Plaintiffs and the  
2 Sexual Exploitation Class Members worked, and the lack of power of the students at Studio 4, the Plaintiff  
3 and Sexual Exploitation Class Members felt pressured to acquiesce to the Defendants demands.

4 185. As a result of Defendants acts, Plaintiffs and Sexual Exploitation Class Members suffered  
5 harm.

6 186. Plaintiffs and Sexual Exploitation Class Members did not recognize the extent of the harm  
7 caused until the productions they worked on were never released and the extent of the fraudulent promises  
8 made became clear.

9 187. As a result of this unlawful conduct, Plaintiffs and Sexual Exploitation Class Members are  
10 entitled to damages pursuant to California Civil Code section 52, subdivision (b)(1) in an amount to be  
11 determined at trial.

12 188. The conduct of Defendants as described herein was done with oppression, fraud, and/or  
13 malice. Plaintiffs and the Sexual Exploitation Class Members are entitled to punitive damages.

### 14 **THIRD CAUSE OF ACTION**

15 **(Interference with the Exercise of Civil Rights in Violation of the Bane Act,**

16 **California Civil Code § 52.1)**

17 **(Plaintiffs and Sexual Exploitation Class Members against all Defendants)**

18 189. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
19 above as if fully set forth herein.

20 190. California Civil Code section 52.1, also known as the Bane Act, prohibits any person or  
21 persons from interfering with the exercise or enjoyment of rights under the Constitution and laws of this  
22 state and the United States by use or attempted use of threats, intimidation, or coercion.

23 191. Defendants used or attempted to use threats, intimidation, or coercion to interfere with the  
24 civil rights of Plaintiffs and the Sexual Exploitation Class Members, including but not limited to their  
25 rights to be free from sex discrimination. Defendants engaged in the conduct described herein because of  
26 the sex of Plaintiffs and the Sexual Exploitation Class Members. Defendants intimidated and coerced  
27 Plaintiffs and the Sexual Exploitation Class Members by demanding participation in sexually exploitative  
28 auditions and classes in order to be accepted into master classes and be cast in film productions, and

engaging in other conduct described herein.

192. Because of Defendant Franco's powerful role in the industry in which Plaintiffs and the Sexual Exploitation Class Members worked, and the lack of power of the students at Studio 4, the Plaintiffs and Sexual Exploitation Class Members felt pressured to acquiesce to the Defendants demands.

193. By the conduct described herein, Defendants intended to deprive Plaintiffs and the Sexual Exploitation Class Members of enjoyment or exercise of their civil rights.

194. As a result of Defendants' acts, Plaintiffs and the Sexual Exploitation Class Members suffered harm.

195. Plaintiffs and Sexual Exploitation Class Members did not recognize the extent of the harm caused until the productions they worked on were never released and the extent of the fraudulent promises made became clear.

196. As a result of this unlawful conduct, Plaintiffs and Sexual Exploitation Class Members are entitled to damages in an amount to be determined at trial.

197. The conduct of Defendants as described herein was done with oppression, fraud, and/or malice. Plaintiffs and the Sexual Exploitation Class Members are entitled to punitive damages.

#### **FOURTH CAUSE OF ACTION**

##### **(Violations of California Business and Professions Code §17200)**

##### **(Plaintiffs and Fraud Class Members against All Defendants)**

198. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above as if fully set forth herein.

199. California Business & Professions Code §17200 prohibits acts of unfair competition, which means and includes any "unlawful, unfair or fraudulent business act or practice" and any act prohibited by Cal. Bus. & Prof. Code §17500.

200. Defendants violated Cal. Bus. & Prof. Code §17200's prohibition against engaging in an "unlawful" business act or practice by, *inter alia*, making the material misrepresentations regarding Studio 4 and its classes as set forth more fully elsewhere in this Complaint, in violation of Cal. Civ. Code §§1572 (actual fraud), 1573 (constructive fraud), 1709 and 1710 (deceit), 1750 et seq. (the CLRA); Cal. Bus. & Prof. Code §17500 (false advertising); and the common law, including the breach of contract; breach of

1 the covenant of good faith and fair dealing; and breach of the duty to disclose.

2 201. Defendants violated Cal. Bus. & Prof. Code §17200's prohibition against engaging in a  
3 "fraudulent" business act or practice by, *inter alia*, disseminating, through common advertising, untrue  
4 statements about Studio 4 and its classes that had a tendency to mislead the students who paid tuition.

5 202. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until  
6 the productions they worked on were never released and the extent of the fraudulent promises made  
7 became clear.

8 203. The foregoing conduct also constitutes "unfair" business acts and practice within the  
9 meaning of Cal. Bus. & Prof. Code §17200. Defendants' practices offend public policy and are unethical  
10 and unscrupulous and violate the laws stated. Defendants' conduct caused and continues to cause  
11 substantial injury to Plaintiffs and the Fraud Class Members.

12 204. Plaintiffs and the Fraud Class Members have suffered injury in fact and have lost money  
13 and/or property as a result of Defendants' unlawful, fraudulent and unfair business practices and are  
14 therefore entitled to the relief available under Cal. Bus. & Prof. Code §17200, *et seq.*

15 **FIFTH CAUSE OF ACTION**

16 **(Violations of the Consumer Legal Remedies Act,**

17 **California Civil Code §1750, *et seq.*)**

18 **(Plaintiffs and Fraud Class Members against All Defendants)**

19 205. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
20 above as if fully set forth herein.

21 206. This cause of action arises under the Consumers Legal Remedies Act ("CLRA"), Cal. Civ.  
22 Code §1750, *et seq.* Plaintiffs are consumers as defined by Cal. Civ. Code §1761(d). Defendants' classes  
23 constitute "services" and/or "products" as defined by Cal. Civ. Code §1761(a) and (b). At all times  
24 relevant hereto, Defendants constituted "persons" as that term is defined in Cal. Civ. Code §1761(c), and  
25 Plaintiffs' and the Fraud Class Members' tuition payments constitute "transactions," as that term is  
26 defined in Cal. Civ. Code §1761(e).

27 207. Defendants violated the CLRA by engaging in the following deceptive practices  
28 specifically proscribed by Cal. Civ. Code §1770(a), in transactions with Plaintiffs and the Fraud Class

1 Members that were intended to result or which resulted in the sale or lease of goods or services to  
2 consumers: (a) In violation of Cal. Civ. Code §1770(a)(5), Defendants' acts and practices constitute  
3 misrepresentations that the classes in question had characteristics, benefits or uses which they did not  
4 have; (b) In violation of Cal. Civ. Code §1770(a)(7), Defendants misrepresented that the classes were of  
5 particular standard, quality and/or grade, when they are of another; and In violation of Cal. Civ. Code  
6 §1770(a)(9), Defendants advertised the classes with the intent not to sell them as advertised or  
7 represented.

8 208. Defendants' uniform representations as set forth more fully elsewhere in this Complaint  
9 were false, deceptive, and/or misleading and in violation of the CLRA.

10 209. Plaintiffs and the Fraud Class Members seek actual damages and punitive damages for  
11 violation of the Act.

12 210. Plaintiffs and the Fraud Class Members are also entitled to recover attorneys' fees, costs,  
13 expenses and disbursements pursuant to Cal. Civ. Code §§1780 and 1781.

#### 14 **SIXTH CAUSE OF ACTION**

#### 15 **(Untrue and Misleading Advertising in Violation of**

#### 16 **Cal. Bus. & Prof. Code §17500 et seq.)**

#### 17 **(Plaintiffs and Fraud Class Members against All Defendants)**

18 211. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
19 above as if fully set forth herein.

20 212. California Business & Professions Code §17500 prohibits various deceptive practices in  
21 connection with the dissemination in any manner of representations which are likely to deceive members  
22 of the public to pay tuition for services such as Studio 4 classes.

23 213. Defendants disseminated, through common advertising, untrue statements about Studio 4  
24 and its classes and Defendants knew or should have known that the classes did not conform to the  
25 advertisements or representations regarding the classes.

26 214. Plaintiffs and the Fraud Class Members relied upon the advertisements and  
27 misrepresentations to their detriment.

28 215. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until

1 the productions they worked on were never released and the extent of the fraudulent promises made  
2 became clear.

3 216. As a result of the foregoing, Plaintiffs and the Fraud Class Members are entitled to relief  
4 and damages in an amount to be proven at trial.

## 5 SEVENTH CAUSE OF ACTION

### 6 (Breach of Contract)

#### 7 (Plaintiffs and Fraud Class Members against Defendant Studio 4)

8 217. Plaintiffs re-allege and incorporates by reference the allegations contained in the  
9 paragraphs above as if fully set forth herein.

10 218. Contracts exist between Plaintiffs, the Fraud Class Members and Studio 4. Plaintiffs and  
11 the Fraud Class Members entered into agreements with Studio 4 to pay a monthly tuition for various  
12 acting classes. Some Fraud Class Members also entered into an agreement to pay additional tuition for  
13 "master classes."

14 219. All conditions precedent under the contracts have been performed by Plaintiff and the  
15 Fraud Class, including the payment of tuition.

16 220. Studio 4 breached the terms of its standardized contracts with Plaintiffs and the Fraud Class  
17 by failing to provide them with the promised products and services as contracted.

18 221. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until  
19 the productions they worked on were never released and the extent of the fraudulent promises made  
20 became clear.

21 222. As a result of Studio 4's breach of its contracts, Plaintiff and the Fraud Class have been  
22 damaged in an amount to be determined at trial.

## 23 EIGHTH CAUSE OF ACTION

### 24 (Breach of the Implied Covenant of Good Faith and 25 Fair Dealing)

#### 26 (Plaintiffs and Fraud Class Members against Studio 4)

27 223. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
28 above as if fully set forth herein.

224. The law implies a covenant of good faith and fair dealing in every contract.

225. Studio 4 violated this covenant of good faith and fair dealing in its contract with Plaintiffs and members of the Fraud Class by, *inter alia*, misrepresenting to Plaintiffs and the Fraud Class the true nature of the classes as alleged more fully elsewhere in the Complaint.

226. Plaintiffs and the Fraud Class Members performed all, or substantially all, of the significant duties required under their agreements with Defendant.

227. The conditions required for Studio 4's performance under the contract agreements occurred.

228. Studio 4 did not provide and/or unfairly interfered with the right of Plaintiffs and the Fraud Class Members to receive the benefits under their agreements with Studio 4.

229. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until the productions they worked on were never released and the extent of the fraudulent promises made became clear.

230. Plaintiffs and the Fraud Class have been damaged by Studio 4's breach of the implied covenant of good faith and fair dealing in an amount to be proven at trial.

## NINTH CAUSE OF ACTION

**(Negligent Misrepresentation)**

**(Plaintiffs and Fraud Class Members against All Defendants)**

231. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above as if fully set forth herein.

232. Defendants routinely told students that paying monthly tuition would provide them opportunities that were not available to non-paying students. However, as the Fraud Class Members discovered, non-students had equal access to the auditions available to paying students.

233. Defendants routinely told students that paying tuition for master classes would provide them with material for their film reels. In reality, however, the tuition was used to fund and produce various film projects for James Franco which oftentimes were never finished.

234. Defendants' misrepresentations were supplied for the purpose of affecting Plaintiffs' and Fraud Class Members' financial decisions.

1           235. Defendants had no reasonable grounds for believing that their misrepresentations were true.

2           236. Defendants failed to exercise reasonable care and/or diligence in communicating their  
3 misrepresentations.

4           237. Defendants' misrepresentations were objectively material to the reasonable consumer, and  
5 therefore reliance upon such representations may be presumed as a matter of law.

6           238. Defendants intended that Plaintiffs and members of the Fraud Class would rely on its  
7 misrepresentations.

8           239. Plaintiffs and Fraud Class Members reasonably and justifiably relied to their detriment on  
9 Defendants' misrepresentations.

10          240. As a proximate result of Defendants' misrepresentations, Plaintiffs and the Fraud Class  
11 Members were damaged in an amount to be proven at trial.

12          241. Defendants directly benefited from, and were unjustly enriched by, their  
13 misrepresentations.

14                                   **TENTH CAUSE OF ACTION**

15   **(Fraud)**

16   **(Plaintiffs and Fraud Class Members against All Defendants)**

17          242. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
18 above as if fully set forth herein.

19          243. As alleged herein, Defendants intentionally and falsely represented to Plaintiffs and Fraud  
20 Class Members that they would receive material benefits if they paid a monthly tuition, including the  
21 opportunity to audition for James Franco and Rabbit Bandini productions.

22          244. As also alleged herein, Defendants intentionally and falsely represented to Plaintiffs and  
23 Fraud Class Members that they would receive material benefits from paying additional tuition for  
24 "master" classes, including the opportunity to participate in a film production that would be distributed  
25 and provide them with footage for their film reels.

26          245. Instead of receiving a real acting and film education, students took classes taught by James  
27 Franco's friends, they rarely, if ever, auditioned in front of James Franco, and they did not receive any  
28 additional consideration for parts in Rabbit Bandini productions.

246. In addition, many “master” class students participated in productions that have not been released, leaving them without any material to add to their film reels.

247. Defendants intended that Plaintiffs and Fraud Class Members rely on their representations.

248. Defendants' representations were false and Defendants knew the representations were false at the time they were made, or made the representations recklessly.

249. Plaintiffs and Fraud Class Members reasonably and justifiably relied to their detriment on Defendants' misrepresentations.

250. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until the productions they worked on were never released and the extent of the fraudulent promises made became clear.

251. As a proximate result of Defendants' misrepresentations, Plaintiffs and Fraud Class Members were damaged in an amount to be proven at trial.

252. Plaintiffs and the Fraud Class Members' reliance on Defendants' representations were a substantial factor in causing their harm.

## ELEVENTH CAUSE OF ACTION

**(False Promise)**

**(Plaintiffs and Fraud Class Members against All Defendants)**

253. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above as if fully set forth herein.

254. As alleged herein, Defendants made a number of promises to Plaintiffs and Fraud Class Members, which were important to Plaintiffs and Fraud Class Members' decision to pay tuition.

255. Defendants did not intend to perform these promises when they made them.

256. Defendants intended that Plaintiffs and Fraud Class Members rely on these promises and Plaintiffs and the Fraud Class did reasonably rely on Defendants' promises.

257. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until the productions they worked on were never released and the extent of the fraudulent promises made became clear.

258. As a proximate result of Defendants' failure to act on its promises, Plaintiffs and Fraud



1 Class Members were damaged in an amount to be proven at trial.

2 259. Plaintiffs and Fraud Class Members' reliance on Defendants' promises were a substantial  
3 factor in causing their harm.

## 4 **TWELTH CAUSE OF ACTION**

### 5 **(Unjust Enrichment)**

#### 6 **(Plaintiffs and Fraud Class Members against All Defendants)**

7 260. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs  
8 above as if fully set forth herein.

9 261. A party cannot induce, accept or encourage another to furnish or render something of value  
10 to such party and avoid payment for the value received.

11 262. As a result of the conduct described above, Defendants were unjustly enriched at the  
12 expense of Plaintiffs and the Fraud Class.

13 263. Plaintiffs and Fraud Class Members did not recognize the extent of the harm caused until  
14 the productions they worked on were never released and the extent of the fraudulent promises made  
15 became clear.

16 264. Defendants received funds belonging to Plaintiffs and the Fraud Class which in equity  
17 Defendants should not be permitted to keep but should be required to refund to Plaintiffs and the members  
18 of the Fraud Class.

### 19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants that:

21 A. This action be certified and maintained as a class action and certify the proposed  
22 Classes as defined, appointing Plaintiffs as representatives of the Classes, and  
23 appointing the attorneys and law firms representing Plaintiffs as counsel for the  
24 Classes;

25 B. Awards compensatory, statutory, and/or punitive damages for Defendants' sex  
26 discrimination and sexual harassment against Plaintiffs and Sexual Exploitation  
27 Class Members;

28 C. Awards compensatory, statutory and/or punitive damages for Defendants' breach of

1 contract, breach of the implied covenant of good faith and fair dealing, fraud,  
2 negligent misrepresentation and false promises, where such relief is permitted;

3 D. Awards Plaintiffs and all Class Members the costs of this action, including  
4 reasonable attorneys' fees and expenses;

5 E. Orders Defendants to engage in a corrective notice campaign, and requires  
6 Defendants to refund to Plaintiffs and all Fraud Class Members the funds paid for  
7 the subject classes;

8 F. Awards equitable monetary relief, including restitution and disgorgement of all ill-  
9 gotten gains, and the imposition of a constructive trust upon, or otherwise  
10 restricting the proceeds of Defendants' ill-gotten gains, to ensure that Plaintiffs and  
11 Fraud Class Members have an effective remedy;

12 G. Order all recordings, video or otherwise, in the possession of Defendants to be  
13 returned to interested parties and/or destroyed along with a public, sworn statement  
14 verifying that no recordings, video or otherwise, of any class member are in the  
15 possession of any Defendant or have been transferred to any other party.

16 H. Order Defendants to participate in sexual harassment and sensitivity training  
17 conducted by an organization recommended by the National Woman's Law Center.

18 I. A public apology by Defendants Franco, Jolivette and Davis.

19 J. Awards pre-judgment and post-judgment interest at the legal rate; and


20 K. Such further legal and equitable relief as this Court may deem just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs also demand a jury trial on all issues so triable.

23  
24 Dated: October 3, 2019

Respectfully Submitted,  
HADSELL STORMER, RENICK & DAI LLP  
VALLI KANE & VAGNINI LLP

26  
27 By:   
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